



VILLAGE OF WILLIAMS BAY

250 Williams Street | PO Box 580 | Williams Bay | WI | 53191 | vi.williamsbay.wi.gov

Phone: 262-245-2700

NOTICE

VILLAGE BOARD OF TRUSTEES MEETING

THURSDAY, JULY 10, 2025 AT 10:00 AM

Village Hall Council Room

250 Williams Street

Williams Bay, WI 53191

AGENDA

The following agenda items may be considered for Discussion, Consideration, or Action

- I. Call to Order
- II. Roll Call
- III. Pledge of Allegiance
- IV. Meeting Items
 - A. Discussion and Possible Action on Underground Easement for Electric and Communication between the Village of Williams Bay and Alliant Energy
- V. Adjournment

Requests from persons with disabilities, who need assistance to participate in this meeting or hearing, should be made to the Village Clerk's office in advance so the appropriate accommodations can be made.

Posted: 07/08/2025 5:00 PM

Document No.

**EASEMENT UNDERGROUND
ELECTRIC AND COMMUNICATION**

The undersigned **Village of Williams Bay, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, (hereinafter called the "Grantor")**, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, convey and warrant unto **Wisconsin Power and Light Company, a Wisconsin corporation, (hereinafter called the "Grantee")**, the Grantee's successors and assigns, the perpetual right and easement to construct, install, maintain, operate, repair, inspect, replace, add, relocate and remove the Designated Facilities, as defined below, upon, in, over, through and across lands owned by the Grantor on that certain Warranty Deed as recorded on April 13, 1931, as Document Number 259551; on that certain Warranty Deed as recorded on October 26, 1964, as Document Number 564777; and on that certain Warranty Deed as recorded on February 8, 1968, as Document Number 599625 in the office of the Register of Deeds for Walworth County, Wisconsin **in the Village of Williams Bay, County of Walworth, State of Wisconsin**, said "Easement Area" to be **10 feet** in width and described as follows:

Part of the Southeast Quarter (SE¼) of Section 36, Township 2 North, Range 16 East, AND Part of the Northwest Quarter of the Northeast Quarter (NW¼ NE¼) of Section 1, Township 1 North, Range 16 East, Village of Williams Bay, Walworth County, Wisconsin. More particularly described on Exhibit "A" attached hereto and incorporated by reference herein.

This easement is subject to the following conditions:

1. **Designated Facilities:** This easement is for underground electric line and underground communication line facilities, including but not limited to conduit, cables, above ground electric pad-mount transformers, secondary pedestals, riser equipment, and any other components as Grantee may select for use in transmitting electricity or communication signals (collectively, the "Designated Facilities").
2. **Access:** The Grantee and its agents shall have the right of reasonable ingress and egress to, over and across the Grantor's land adjacent to the Easement Area.
3. **Buildings and Structures:** The Grantor agrees within the Easement Area not to construct or place buildings, structures, or other improvements, or place water, sewer or drainage facilities; all without the express written consent of the Grantee.
4. **Landscaping and Vegetation:** No plantings and landscaping are allowed within the Easement Area that will interfere with the easement rights herein granted. The Grantee has the right to trim or remove trees, bushes and brush within the Easement Area without replacement or compensation hereinafter. The Grantee may treat the stumps of any trees, bushes or brush to prevent re-growth and apply herbicides in accordance with applicable laws, rules and regulations, for tree and brush control.
5. **Elevation:** After the installation of the facilities and final grading of the Easement Area, the Grantor agrees not to alter the grade of the existing ground surface by more than six (6) inches or place rocks or boulders more than eight (8) inches in diameter, within the Easement Area, without the express written consent of the Grantee.
6. **Restoration and Damages:** The Grantee shall restore, cause to have restored or pay a reasonable sum for all damages to property, crops, fences, livestock, lawns, roads, fields and field tile (other than trees trimmed or cut down and removed), caused by the construction, maintenance or removal of said facilities.
7. **Rights not granted to the Grantee:** The Grantee shall not have the right to construct or place fences, buildings or any other facilities other than the above Designated Facilities.
8. **Reservation of use by the Grantor:** The right is hereby expressly reserved to the Grantor, the heirs, successors and assigns, of every use and enjoyment of said land within the Easement Area consistent with rights herein granted.
9. **Binding Effect:** This agreement is binding upon the heirs, successors and assigns of the parties hereto, and shall run with the lands described herein.
10. **Easement Brochure:** As provided by PSC 113, the Grantor shall have a minimum period of five days to examine materials approved or provided by the Public Service Commission of Wisconsin describing the Grantor's rights and options in the easement negotiating process. The Grantor hereby voluntarily waives the five day review period or acknowledges that they have had at least five days to review such materials.

Record this document with the Register of Deeds

Name and Return Address:

Alliant Energy
Attn: Real Estate Department
4902 North Biltmore Lane
Madison, WI 53718-2148

Parcel Identification Number(s)

WWUP 00021; WWUP 00023

WITNESS the signature(s) of the Grantor this _____ day of _____, 20_____.

VILLAGE OF WILLIAMS BAY

_____(SEAL)
Signature

Printed Name and Title

_____(SEAL)
Signature

Printed Name and Title

ACKNOWLEDGEMENT

STATE OF WISCONSIN }
COUNTY OF _____ } SS

Personally came before me this _____ day of _____, 20_____, the above named _____
_____, as _____ for the Village of
Williams Bay to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Signature of Notary

Printed Name of Notary

Notary Public, State of Wisconsin

My Commission Expires (is) _____

This instrument drafted by

Haley Long - JCG Land Services, Inc.

Checked by

Justin DeVries - JCG Land Services, Inc.

June 10, 2025

Project Title:	Walworth
Work Order #:	1041929
Tract No.:	
REROW No.:	

Exhibit "A"

An Easement Area ten (10) feet in width, being five (5) feet on each side of the following described centerline:

The centerline of Grantee's Designated Facilities, as constructed, being part of the East thirty (30) acres of the South one-half of the South one-half of the Southeast Quarter, Section Thirty-six (36), Town Two (2) North, Range Sixteen (16) East, together with the right of way for vehicles of all kinds, pedestrians, animals, conveyances, power equipment and power and telephone lines over a strip of land at least eighteen (18) feet in width, the West side of which strip of real estate shall be a line described as follows, to-wit:

Beginning at a point 1468 feet due west of the Southeast corner of the South one-half of the South one-half of the Southeast Quarter of Section Thirty-six (36), Town Two (2) North, Range Sixteen (16) East, thence South Nine (9°) degrees West, ninety-eight (98) feet to a point, thence South thirty-four degrees twenty minutes West, 265 feet to the South east and west line of the North one-half of the North one-half of the Northwest quarter of the Northeast Quarter of Section One (1), Town One (1) North, Range Sixteen (16) East. This point being the intersection of said South, East and West line with the west line of Valley Street in Carlsons Addition to the Village of Williams Bay. Said right of way privileges to be granted the village until this municipality shall establish or cause to be established a road in the S $\frac{1}{2}$ of the S $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Sec. 36, Tsp. 2 N., R. 16 E. which shall connect any of the streets of the village with the point of beginning of said right of way described above.

EXCEPT The East 264 feet of the West 10 acres of the South Half of the South Half of the Southeast Quarter (S $\frac{1}{2}$ S $\frac{1}{2}$ SE $\frac{1}{4}$) of Section Thirty-six (36), Township Two (2) North, Range Sixteen (16) East, containing 4 acres, more or less; more particularly described as follows, to-wit: A part of the West Ten (10) acres of the South Half (S $\frac{1}{2}$) of the South Half (S $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Thirty-six (36), Township Two North (T2N), Range Sixteen East (R16E) in the Township of Delavan, described as follows, to-wit: Commencing at the Northeast (NE) corner of said ten (10) acres, run thence West Two Hundred Sixty-four Feet (264') to a point, thence South Six Hundred Sixty Feet (660') to the North limits of the Village of Williams Bay, thence East Two Hundred Sixty-four Feet (264') to the East limits of said piece, thence North in the East limits to the place of beginning.

ALSO EXCEPTING Lot 1 of Certified Survey Map No. 1641, part of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Sec. 36, T 2N, R 16E, Village of Williams Bay, Walworth County, Wisconsin. As recorded on November 25, 1987, in Volume 7, at page 333 in the Register of Deeds office for Walworth County, Wisconsin.

AND part of the North Half (N $\frac{1}{2}$) of the North Half (N $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$)

EXCEPTING therefrom the West five (5) acres thereof in Section One (1), Township One (1) North, Range Sixteen (16) East.

AND part of a parcel of land located in the NE $\frac{1}{4}$ of Section 1 T1N R16E described as follows, to-wit: Commencing at the Northwest corner of Lot 2 in Block 8 of Williams 1st Addition to Williams Bay; thence North 1062.6 feet to the North line of said Section 1; thence West along the section line 66 feet to the West line of Williams Street and the place of beginning of the land to be described; thence continue West along the North line of said Section 1, 427.87 feet to the Northwest corner of the land owned by Henry and Helen Stark; thence South along the West line of land owned by Henry and Helen Stark, 330 feet; thence East 427.87 feet more or less to the West line of Williams Street; thence North along the West line of said street 330 feet to the place of beginning.

All in the Village of Williams Bay.

Exhibit "A"

